

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

In re:

JAMES RANDALL SIMMONS AND GINNY
MARIE SIMMONS,

Address:

2063 LEEHIGH DR
AMISSVILLE, VA 20106-1979

DEBTOR(S).

PNC BANK NA
PLAINTIFF,

v.

JAMES RANDALL SIMMONS AND GINNY
MARIE SIMMONS,
DEBTOR(S)

HANNAH W. HUTMAN (436156),
TRUSTEE

DEFENDANTS.

CASE NO: 23-60977

CHAPTER 7

NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY

PNC Bank NA, a creditor in this case, has filed papers with the court to obtain relief from the automatic stay of the Bankruptcy Code with regard to certain property more particularly described in those papers which are attached.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Court to grant this creditor relief from the provisions of the automatic stay of the Bankruptcy Code, or if you want the Court to consider your views on the Motion for relief from the automatic stay, then fourteen (14) days from the date of issuance of the Court's pre-hearing order, you or your attorney must:

- File a written response explaining your position with the Court and serve a copy on the Movant. If you mail your response to the Court for filing, you must mail it early enough so

the Court will receive it on or before the expiration of the fourteen (14) day period.

- **Attend the preliminary hearing that will be conducted by video conference, on October 25, 2023, at 10:00 AM, Meeting ID 160 369 2643, via Zoom for Government in accordance with the Standing Orders of the Court**

If no timely response has been filed opposing the relief requested, the Court may grant the relief requested in the Motion from Relief from Stay.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion for Relief from Automatic Stay and may enter an Order granting the relief.

TO THE HONORABLE REBECCA B. CONNELLY:

Your Plaintiff, PNC Bank NA, respectfully represents as follows:

1. That this is a core proceeding within the meaning of the Bankruptcy Code and Rules.
2. That on September 7, 2023, the above-named Debtors filed a Petition in this Court.
3. That Hannah W. Hutman (436156) was appointed Trustee of the property, has qualified and is now acting.
4. That at the time of the filing of the Debtor's petition herein, the Debtor had an ownership interest in certain 2019 Chevrolet Traverse, VIN: 1GNERKKW1KJ114795, (hereinafter "Collateral"). Movant perfected its security interest by placing a lien against the title to the Collateral as evidenced by notation of a first lien on the Certificate of title. A true and correct copy of the Dealertrack Technologies Title Management System is attached hereto as Exhibit "A".
5. On or about December 14, 2018, PNC Bank NA loaned to James Randall Simmons, the principal sum of \$49,883.49, and as evidence of the obligation to repay such amount to PNC Bank NA, James Randall Simmons executed and delivered to PNC Bank NA a Retail Installment Sale Contract (hereinafter "Agreement"), dated December 14, 2018, in the original principal amount of \$49,883.49. The Agreement provides for monthly payments in the amount of \$881.69. The

agreement was assigned to Movant. A true and correct copy of the Agreement is attached hereto as Exhibit “B” and incorporated herein by reference.

6. Upon information and belief, the current Schedule A/B value of the collateral is \$10,830.00.

7. Upon information and belief, the payoff due and owing to Movant as of September 15, 2023 is \$29,792.32.

8. As a result of the averments in paragraphs “6” through “7”, no equity exists in the subject property.

9. That in the event the Plaintiff is granted relief from stay hereunder, the Plaintiff, its agents and/or representatives, requests that the Order granting said relief allow the Plaintiff, its agents and/or representatives, to send communications, as necessary, to the Debtor, including, but not limited to, notices required by applicable state law in connection with repossession and liquidation, or other proceedings incident to the aforesaid personal property including and proceedings necessary to recover possession of same from the Debtors.

10. That the facts hereinabove alleged constitute cause for a grant of stay relief in favor of the Plaintiff, pursuant to the provisions of 11 USC §362(d).

WHEREFORE, Plaintiff prays that it be granted relief from the provisions of the automatic stay of the Bankruptcy Code with regard to the above-described personal property, including any act necessary to recover possession of same from the Debtor and to liquidate the property, that the stay of such grant of relief imposed pursuant to the provisions of Rule 4001(a)(3)

of the Bankruptcy Rules be waived and for any additional relief as the Court deems proper.

PNC Bank NA

/s/M. Christine Maggard

M. Christine Maggard, VA Bar No. 33824

Robert Oliveri, VA Bar No. 47247

Attorney for Creditor

BROCK & SCOTT, PLLC

3825 Forrestgate Drive

Winston Salem, NC 27103

Telephone: (844) 856-6646

Facsimile: (704) 369-0760

E-Mail: VABKR@brockandscott.com

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

In re:

JAMES RANDALL SIMMONS AND GINNY
MARIE SIMMONS,

DEBTOR(S)

PNC BANK NA
MOVANT,

v.

JAMES RANDALL SIMMONS AND GINNY
MARIE SIMMONS,
DEBTOR(S)

HANNAH W. HUTMAN (436156), TRUSTEE

RESPONDENT(S)

CASE NO: 23-60977

CHAPTER 7

**MOVANT'S CERTIFICATION REQUIRED WITH
RESPECT TO MOTION FOR RELIEF FROM STAY**

1. Description of Property: 2019 Chevrolet Traverse, VIN: 1GNERKKW1KJ114795
2. Copies of Security Instruments: Attached to Motion
3. Statement of Amount Due:
 - (a) Unpaid principal: \$28,820.49
 - (b) Accrued interest from a specific date to a specific date: 26/10/2022-09/15/2023:
\$795.51
 - (c) Late charges from a specific date to a specific date: \$0.00
 - (d) Attorney's fees: \$500.00 plus \$181.00 filing cost.
 - (e) Advances for taxes, insurance, and the like: \$0.00
 - (f) Any other charges: \$176.30
4. A Per Diem Interest Factor: \$6.32
5. Movant's valuation of property: \$10,830.00
Basis of such valuation: Schedule A/B
Appraisal or other documentation of such valuation, if attached, is identified as Movant's Exhibit No. 3.

I HEREBY CERTIFY, as a Member of the Bar of the Court, that I represent the above-named Movant(s) and that the information contained herein is true according to the best of my knowledge and belief.

DATED: September 26, 2023

/s/M. Christine Maggard

M. Christine Maggard, VA Bar No. 33824

Robert Oliveri, VA Bar No. 47247

Attorney for Creditor

BROCK & SCOTT, PLLC

3825 Forrestgate Drive

Winston Salem, NC 27103

Telephone: (844) 856-6646

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**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION**

**IN RE:
JAMES RANDALL SIMMONS AND
GINNY MARIE SIMMONS
DEBTORS**

**CASE NO. 23-60977
CHAPTER 7**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Notice of Motion and Motion for Relief from the Automatic Stay and Movant's Certification Required with Respect to Motion for Relief from Stay has been electronically served or mailed, postage prepaid on this day to the following:

James Randall Simmons, Debtor
2063 Leehigh Dr
Amissville, VA 20106-1979

Ginny Marie Simmons, Joint-Debtor
2063 Leehigh Dr
Amissville, VA 20106-1979

Suad Bektic, Debtor's Attorney
20 B John Marshall St.
Warrenton, VA 20186
sbektic@newdaylegal.com

Hannah W. Hutman (436156), Bankruptcy
Trustee
342 S. Main Street
Harrisonburg, VA 22801

Office of the United States Trustee, US
Trustee
210 First Street,
Suite 505
Roanoke, VA 24011

Date: September 26, 2023

/s/M. Christine Maggard
M. Christine Maggard, VA Bar No. 33824
Robert Oliveri, VA Bar No. 47247
Attorney for Creditor
BROCK & SCOTT, PLLC
3825 Forrestgate Drive
Winston Salem, NC 27103
Telephone: (844) 856-6646
Facsimile: (704) 369-0760
E-Mail: VABKR@brockandscott.com

EXHIBIT A

dealertrack technologies title management system
PNC Bank[Search](#) [Work Queues](#) [Reports](#) [Utilities](#) [User Setup](#)[Home](#) [Help](#) [Resources](#) [Contact](#) [Log out](#)

Perfected

Account

VIN/HIN: **1GNERKKW1KJ114795** Status: **Perfected (PT)** Titling State: **VA** Year: **2019**
Account: [REDACTED] Loan: LoanSuffix: Branch: Make: **CHEV** Model: **TRAVERSE**

Primary customer: SIMMONS, JAMES	Recovery type:
Secondary customer:	Recovery Status date:
Home phone: [REDACTED]	Amount Financed:
Address: 2063 LEEHIGH DR	Financed date: 12/15/2018
AMISSVILLE, VA 20106	Booked date: 12/21/2018
Alert when perfected: <input type="checkbox"/> Client <input type="checkbox"/> CMS	Expected payoff date:
Loan Type : [REDACTED]	Payoff date:
PNC Defined :	Perfected date: 1/18/2019
Collateral Number: [REDACTED]	Loan Balance
Lienholder Status Code: (E) E - Electronic	State: VA
Business Unit:	Account subtype: Loan - Dealer Indirect (D)
Dealer ID/Name [REDACTED] LINDSAY CHEVROLET LLC	Expected Contract Type:

Title

VIN/HIN: **1GNERKKW1KJ114795** State: **VA** Title Number: [REDACTED]
Year: **2019** Make/Builder: **CHEV** Model:

Owner(s): JAMES RANDOL SIMMONS	Closed Date:
Lienholder: PNC BANK NA	Closed Reason:
Match Type: AUTOMATIC	Document Location:
Match Date: 1/18/2019	
Issuance Date: 1/17/2019	
Imported Date: 1/18/2019	

 Live Chat

Notes (Date/Time stamps in this section reflect Pacific Time)

☒ Show All ☐ Show User Notes Only ☐ Show Activity History Only

Buyer Name and Address (Include County and Zip Code) LINDSAY CHEVROLET 14800 OWLS NEST RD NOKESVILLE VA 20181	Seller Name and Address (Include County and Zip Code) LINDSAY CHEVROLET 15605 JEFFERSON DAVIS HWY WOODBRIDGE, VA 22191
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2019	CHEVROLET TRAVESE	1GNERKKW1J114795	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 0.00s
8.06 %	\$ 13598.19	\$ 49883.49	\$ 63481.68	\$ 63481.68

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
72	881.69	Monthly beginning 02/12/2019
Or As Follows: N/A		

Late Charge. If payment is not received in full within 7 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1 Cash Price (including \$ 1906.14 sales tax)	\$ 48740.29(1)
2 Total Downpayment -	
Trade-In 2014 CHEVROLET TRAVESE	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 14055.91
Less Pay Off Made By Seller	\$ 16500.00
Equals Net Trade In	\$ -2444.09
+ Cash	\$ 1500.00
+ Other REBATE(S)	\$ 750.00
(If total downpayment is negative, enter "0" and see 4i below)	\$ 0.00(2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 48740.29(3)
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance	
Life \$ N/A	\$ N/A
Disability \$ N/A	\$ N/A
B Vendor's Single Interest Insurance	
Paid to Insurance Company(ies)	\$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
D Optional Gap Contract	\$ N/A
E Official Fees Paid to Government Agencies	\$ N/A
1) to STATE OF VA for GROSS REC TAX	\$ 79.36
2) to N/A for N/A	\$ N/A
3) to N/A for N/A	\$ N/A
F Government Taxes Not Included in Cash Price	\$ N/A
G Government License and/or Registration Fees	\$ 55.75
H Government Certificate of Title Fees	\$ 15.00
I Other Charges (Seller must identify who is paid and describe purpose.)	
1) to ALLY for Prior Credit or Lease Balance	\$ 194.09
2) to N/A for N/A	\$ N/A
3) to N/A for N/A	\$ N/A
4) to LINDSAY CHEVROLET for PROCESS FEE	\$ 799.00
5) to N/A for N/A	\$ N/A
6) to N/A for N/A	\$ N/A
7) to N/A for N/A	\$ N/A
8) to N/A for N/A	\$ N/A
9) to N/A for N/A	\$ N/A
10) to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1143.20 (4)
5 Amount Financed (3 + 4)	\$ 49883.49 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A Year N/A. SELLER'S INITIALS N/A

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

OPTIONAL GAP CONTRACT: A gap contract (also cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term	N/A	Mos.	N/A	Name of Gap Contract
I want to buy a gap contract.				
Buyer Signs X N/A				

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signs X N/A Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NO LIABILITY INSURANCE INCLUDED

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X N/A Date 2/14/18 Co-Buyer Signs X N/A Date
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address
Seller signs LINDSAY CHEVROLET Date 2/14/18 By X N/A Title

Seller assigns its interest in this contract to (Assignee) under the terms of Seller's agreement(s) with Assignee.
☐ Assigned with recourse X Assigned without recourse ☐ Assigned with limited recourse

Seller LINDSAY CHEVROLET By X N/A Title

FORM 553-V (REV. 11/15/17) ORIGINAL LIENHOLDER

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Virginia. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance
☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:
Credit Life \$ N/A
Credit Disability \$ N/A

Insurance Company Name N/A
N/A

Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A
Insurance Company Name N/A

Home Office Address N/A
N/A

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A
Insurance Company Name N/A

Home Office Address N/A
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not to buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.

I want the insurance checked above.

X N/A N/A
Buyer Signature Date

X N/A N/A
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

Returned Payment Charge: If any check you give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

- 1. FINANCE CHARGE AND PAYMENTS.**
- a. How we will figure the Finance Charge.** We will figure the Finance Charge based on the unpaid part of the Annual Percentage Rate and the unpaid part of the Amount Financed.
 - b. How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
 - c. How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
 - d. You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
 - e. Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

c. Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- a. You may have to pay all you owe at once.** If you break your promises (default), we may demand that you break your promises (default), we may demand that you pay all you owe under this contract at once. Default means:
 - You miss a payment (plus any late charges) more than 10 days late or not at all;
 - You give us false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- 5. Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. VSI AND OPTIONAL INSURANCE

Choice of Insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

7. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

8. APPLICABLE LAW

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Form No. _____